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September 30, 2024

**Via Electronic Mail Only**

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Re *Limp Bizkit and Flawless Records*  
Notice of Rescission

Dear Mr. Bauman,

As you are aware, this law firm is legal counsel to Limp Bizkit, William Fred Durst and Flawless Records, LLC. With respect to (i) that certain Recording Agreement, dated December 1, 2000, between Limp Bizkit and UMG (as successor-in-interest to Interscope Records), as amended (the "Recording Agreement"); (ii) that certain Agreement between Limp Bizkit and Flip Records, Inc., dated July 1996, as amended ("Flip Agreement"); and (iii) that certain First Look Agreement between Flawless Records, LLC (as successor-in-interest to Fred Durst, Inc.) and UMG (as successor-in-interest to Interscope Records) entered into on June 28, 1999 (the "Flawless Agreement"), Limp Bizkit, Mr. Durst and Flawless Records, LLC ("Flawless Records") **HEREBY PROVIDE THE FOLLOWING NOTICE TO UNIVERSAL MUSIC GROUP, INC. ("UMG") EFFECTIVE IMMEDIATELY:**

*Limp Bizkit and Flawless Records*  
Notice of Rescission

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1. Limp Bizkit, Mr. Durst and Flawless Records hereby rescind the entirety of the Flip Agreement, the Recording Agreement and the Flawless Agreement, in accordance with Cal. Civ. Code §§ 1688, 1689, 1691 and common law, including but not limited to *Rano v. Sipa Press, Inc.*, 987 F.2d 580, 586 (9th Cir.1993) (recognizing that a material breach of licensing agreement justifies rescission, and that subsequent use constitutes copyright infringement.)
2. Limp Bizkit and Flawless Records agree to restore to UMG everything of value which they have received from UMG under the Flip Agreement, the Recording Agreement and the Flawless Agreement, upon condition that the other party do likewise (meaning that UMG must return all benefits, i.e. profits, received thereunder).
3. The unilateral rescission of the Flip Agreement, the Recording Agreement and the Flawless Agreement is therefore complete upon service of this notice, subject to the authority of the Court to award relief related thereto pursuant to Cal. Civ. Code § 1692, and any other available relief.

**PLEASE BE FURTHER ADVISED** that, unless you confirm your acceptance of the rescission of the Flip Agreement, the Recording Agreement and the Flawless Agreement, by no later than October 7, 2024 at 5:00 p.m. PST, Limp Bizkit, Mr. Durst, and Flawless Records will proceed with an action in Court pursuant to Cal. Civ. Code § 1692, and seek all available remedies.

**YOU ARE ON FURTHER NOTICE** that, in light of the foregoing rescission, any further use, sale, or distribution of any of Limp Bizkit's Master Recordings, or the Master Recordings for any Flawless Records artists will constitute copyright infringement, and Limp Bizkit, Mr. Durst, and Flawless Records will promptly take legal action in relation to any such infringement.

Limp Bizkit, Mr. Durst and Flawless Records expressly reserve, without waiver, all rights, claims, defenses, objections, or remedies, at law or in equity, that they may have.

Sincerely yours,  
SEDDIGH ARBETTER, LLP

/s/ Frank Seddigh,  
Attorneys for Limp Bizkit, Mr. Durst,  
and Flawless Records